

The Emergency Food Assistance Program (TEFAP) Scope of Work

Required of Emergency Feeding Organization Grantees, October 1, 2020 through September 30, 2021

This document is an attachment to the DHS grant agreement with each TEFAP Emergency Feeding Organization (EFO) that receives funds to administer the program in one or more Wisconsin counties during Federal Fiscal Year 2020. It describes the requirements specific to grantees in this program.

Acting on behalf of the Division of Public Health as a designated Emergency Feeding Organization, and in that role, providing technical assistance and support for local TEFAP outlets (food pantries, soup kitchens and shelters), the Grantee will:

1. Provide services consistent with the purposes and conditions of TEFAP as described in 7 CFR Parts 250 & 251 of the Federal Register, and any other related USDA policy under the GRANTEE which it receives funding; and
2. Follow requirements in this contract; in the *Wisconsin TEFAP Outlet Operator's Manual*; in its Site Agreements with its outlets; in the EFO manual; in memos, emails and instructions relayed by FNS/USDA and the Wisconsin Department of Health Services; and all federal and state guidelines, policies and instructions governing TEFAP and incorporated in this Agreement by reference; and instruction from WISCAP and the Wisconsin Department of Public Instruction; and
3. With the exception of food ordering challenges or site-specific delivery problems on which the GRANTEE will work with WISCAP, the Wisconsin Department of Public Instruction or Midwest Perishables, Inc. as appropriate, the GRANTEE will otherwise work directly with the TEFAP Coordinator as the initial point of contact for all operational, programmatic, practice and policy matters or questions related to TEFAP, including but not limited to disputes that may require resolution (as per the FFY 2021 TEFAP DHS Grant Agreement, Section 22, to which this Scope of Work is appended); and
4. Secure a signed Site Agreement from each TEFAP outlet *for each distribution function performed* (e.g. a separate agreement to distribute USDA commodities from a food pantry, soup kitchen, and/or residential shelter) and ensure that each participating outlet adheres to Agreement provisions, including but not limited to the policies and practices described in the *Wisconsin TEFAP Outlet Operator's Manual* and instructions on the TEFAP Application Form used to enroll participants. Grantee will provide appropriate and timely action in response to identified compliance concerns at local outlets; and
5. Provide the following documents with its signed grant agreement:
 - a) A completed Emergency Feeding Organization (EFO) Access Survey;
 - b) A plan outline for TEFAP activities in FFY 2021;
 - c) A budget showing projected expenses by category;
 - d) A description of any requirements the EFO wishes to make of the TEFAP outlets it supervises, if those requirements are in addition to federal and state requirements; and
 - e) An application form the EFO provides parties wishing to join the TEFAP distribution network; and
6. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, age, religion, prior civil rights complaint to USDA or disability, be excluded from participation in, be denied, delayed or deferred benefits of the program to which all others are entitled, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance

that it will immediately provide written notice to DHS if the GRANTEE or any of its TEFAP outlets receive notice of or file a civil rights complaint; and

7. As required in 2 CFR Chapter I, Chapter II, Part 200, et al. [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule], the GRANTEE must notify DHS of Significant Developments (events that may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. Significant Developments include, but are not limited to audit findings, changes in personnel, locations or contact information, problems, delays or adverse conditions.) *In such cases, the GRANTEE must inform the DHS as soon as the changes become known. GRANTEEs must notify the DHS contract administrator before deleting or adding a distribution site; and*
8. On the GRANTEE's website, include a list of its TEFAP outlets with addresses and phone numbers (or include a statement that a local 2-1-1 agreement precludes such posting); and
9. Maintain TEFAP records for three federal fiscal years, plus the current federal fiscal year.
10. In the event of an Outlet termination from the TEFAP network, the GRANTEE must swiftly engage with the terminating Outlet to: a) ensure minimal disruption of TEFAP distribution to the affected households by identifying a new location for distribution; b) minimize disruption in food distribution by the terminating pantry (if the pantry continues in operation after exiting TEFAP); and c) protect and preserve the confidentiality guaranteed to TEFAP enrollees. If the terminating pantry fails to provide proper, timely notice to TEFAP participants, the GRANTEE is responsible for ensuring participants are so noticed.